

## **APPENDICES**

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**SEWRPC Community Assistance Planning Report No. 302  
Volume Two, Alternative and Recommended Plans**

**A LAKE MANAGEMENT PLAN FOR ELIZABETH LAKE AND LAKE MARY  
KENOSHA COUNTY, WISCONSIN**

**Appendix A**

**1968 DAM AGREEMENT BETWEEN VALENTINE H.  
CHRISTMANN AND THE VILLAGE OF TWIN LAKES**

#141304 V1 - CAPR-302 V2 APPENDIX A TITLE DRAFT  
300-1060  
MGH/JAT/pk  
12/03/08

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DAM AGREEMENT

THIS AGREEMENT made and entered into, effective as of July 1, 1968, by and between VALENTINE H. CHRISTMANN of Kenilworth, Illinois, hereinafter referred to as the OWNER, and the VILLAGE OF TWIN LAKES, a Wisconsin municipality, hereinafter referred to as the LESSEE,

W I T N E S S E T H:

WHEREAS, Valentine H. Christmann is the owner of certain lands constituting part of:

Section 10, township 46 north, range 8 east  
of the 3rd principal meridian in McHenry  
County, Illinois

through which a natural water course extends being the outlet from Lake Elizabeth, an inland lake lying principally within the Village of Twin Lakes, Wisconsin;

WHEREAS, the level of said Lake Elizabeth has heretofore been established on behalf of said Village at 793.52 feet mean seal level corresponding to the top of the 10-inch plank across the dam or the spillway hereinafter referred to, which level is sought to be maintained by the continued existence and operation of such dam or spillway which is located and has heretofore been in operation on said owner's lands and across the water course constituting the outlet from Lake Elizabeth; a reference bench mark on top of the right abutment at elevation 793.94 feet mean sea level;

WHEREAS, said owner asserts that the back waters above said dam and across part of his lands and adjacent holdings impairs his use of said land resulting in substantial loss of income.

NOW THEREFORE, in settlement of the existing dispute involving the future of said dam and avoiding the threatened removal and destruction thereof, the parties hereto agree as follows:

1. The owner hereby grants to said Village of Twin Lakes the exclusive control, management and operation of such dam

for a period of ten (10) years, two (2) months and ten (10) days, extending from July 1, 1968 to September 10, 1978, in consideration whereof, the said Village of Twin Lakes agrees to pay said owner an annual fee of \$2,500.00, payable annually in advance on the first day of July of each year during the term of this agreement and of any extension thereof. The annual payment for the final year of this lease or of any extension thereof shall cover the period from July 1st to September 10th.

2. The Village of Twin Lakes shall have the option of extending this lease for an additional term of five (5) years on the same terms and conditions set forth herein, upon notice to the owner of the exercise of such option prior to the expiration of the primary term.

3. The owner hereby acknowledges receipt of the sum of \$2,500.00 in payment of the first year's charge hereunder.

4. The President of the Village of Twin Lakes, or his appointee, shall have the right at all reasonable times to enter upon said plaintiff's lands for the purpose of inspecting the operation of said dam, regulating the flow of water or the making of any and all necessary or proper repairs thereto.

5. It is expressly understood that the Village is given the right and power to maintain the present plank and to replace the same if and when necessary so as to maintain the present existing level of Lake Elizabeth during the periods from May 1st to September 10th of each year; that from September 10th to the following May 1st the ten-inch plank, or in the event of its replacements, such plank or its replacement will be removed enabling the discharge of water directly over the concrete top surface of the spillway.

6. The owner hereby agrees to promptly dig or construct a pond for the watering of cattle on the two neighboring farms.

7. The owner agrees that he will not permit any diversion of water or by-passage of water around the dam which may adversely effect or destroy the effectiveness of the dam in maintaining the existing and recommended level of Lake Elizabeth as provided herein.

8. This agreement shall bind the parties hereto, their respective heirs, assigns and successors.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed and sealed by Valentine H. Christmann, Owner, and by the Village of Twin Lakes, by A. W. Fischer, its President, and Jean Erickson, its Clerk, on this 16<sup>th</sup> day of July, 1968.

Valentine H. Christmann (SEAL)  
Valentine H. Christmann, Owner

VILLAGE OF TWIN LAKES

By: A. W. Fischer (SEAL)  
A. W. Fischer, President

Jean Erickson (SEAL)  
Jean Erickson, Clerk

STATE OF WISCONSIN )  
                                  ) ss.  
COUNTY OF KENOSHA )

Personally came before me, this 16<sup>th</sup> day of July, 1968, A. W. Fischer, President, and Jean Erickson, Clerk, of the Village of Twin Lakes, a Wisconsin municipality, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Clerk of said municipality, and that they executed the foregoing instrument as such officers on behalf of said Village, by its authority.

Ray M. Olson  
Notary Public, Kenosha Co., Wis.  
My commission

STATE OF ILLINOIS )  
                          ) ss.  
COUNTY OF McHENRY )

Personally came before me, this 16 day of July, 1968,  
Valentine H. Christmann, to me known to be the person who executed  
the foregoing instrument and acknowledged the same.

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Notary Public,  
My commission *October 3-1968*